

On the 19th day of March 2022, the undersigned arbitrator issued a Decision in the above matter. In the original Remedy, the undersigned arbitrator requested APFA to hire a forensic auditor to audit certain items of this case to identify all inappropriate charges listed in item 1., 1(a.), 1(b)., 1(c.), and 1(d.) concerning Defendant Ross.

In accordance with the original remedy, the APFA hired Cornwell Jackson, Certified Public Accountants to conduct the requested audits. On August 5, 2022, the Independent Accountant's Audit Report was completed and submitted to the APFA. This report was subsequently transmitted to this arbitrator to review and to issue a "Supplemental Decision and Remedy Modification."

The arbitrator has reviewed the Independent Accountant's Audit Report and finds Defendant Ross has violated certain identified items. Thus, the March 19, 2022 Original Remedy is hereby modified to reflect the Auditors' identified items. Accordingly, the arbitrator finds those monetary amounts found inappropriate are now subject for repayment to APFA. Additionally, the Auditors invoices for services rendered shall be included for repayment.

REMEDY MODIFICATION

It is hereby Ordered that Defendant Ross shall repay the APFA the following amounts the auditors identified as inappropriate. The accountant's Audit Report is a thorough explanation of the auditor's findings and those amounts found inappropriate.¹

1(a): Inappropriate costs claimed as moving expenses.	\$.	775.05
1(b): Inappropriate credit card charges for meals and personal items.		12, 274.00
1(c): Inappropriate costs related to rental cars.		6, 454.38
1(d): Inappropriate costs related to mileage to Sacramento airport.		725.76
1(d): Inappropriate costs related to airport parking.		107.00
	\$	<u>20,336.19</u>

Auditors Invoices:

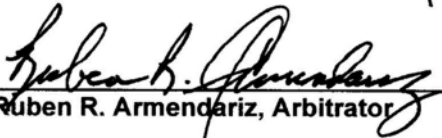
05/31/2022	\$	150.00
06/30/2022		3,325.00
07/31/2022		11,000.00
08/05/2022		350.00
Total	\$	<u>14,825.00</u>

- Ross is hereby Ordered to immediately repay the APFA **\$5,436.47** per the finding of the APFA Board of Directors. An independent accounting firm determined the formula used to determine the daily rate assessed for sick and vacation payout was incorrect.
- Ross is hereby Ordered to repay the APFA **\$8,106.13** for leasing an apartment at the Bear Creek Complex where he had no intention of occupying.
- Ross is hereby fined and Ordered to repay the APFA for all of the Arbitrator's Fee of **\$10, 217.96** for this arbitration.
- Ross is hereby Ordered to repay **\$3,637.00** to the APFA for all of the furniture he had purchased and delivered to his residence located in South Lake, Texas.

¹ Mr. Ross can request a copy of the auditor's report from the APFA if he has not already received a copy of it.

6. Ross is prohibited from serving in any official position within the APFA organization that is set forth and included in the APFA Constitution and Policy Manual that is covered or identified. If Ross currently holds any official position presently, he is to resign said position. This is to bar Ross from any official position for life other than that of member.
7. The APFA if it hasn't done so, must create a separate body of trained forensic accountants to oversee the annual audit and to create procedures and recommendations to preclude fraud for the BOD's review and action to be included within the Policy Manual. National Officers or Officers who have the authority to extend APFA to credit or use of an APFA credit card must be held economically responsible. The language created must be very clear and unambiguous. Training over the LMRDA must be a requirement for all National Officers or any person who can extend APFA to credit and whom is given an APFA credit card. These individuals must sign a document declaring and attesting that they have read and understand their responsibilities in using an APFA credit card or extending credit to the APFA for rental cars, apartments, etc., and that negligence will not be tolerated and will be dealt with severe penalties.
8. The arbitrator shall retain jurisdiction over any issue involving this remedy for only 90 days from the date of this Supplemental Decision and Remedy Modification.

Issued the 24th day of August, 2022, in San Antonio, Texas.


Ruben R. Armendariz, Arbitrator